

## Board of Commissioners Agenda

February 27, 2024

Nicollet County Government Center Board Room • 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners: Terry Morrow - Board Chair; Marie Dranttel - Vice Chair; Jack Kolars; Mark Dehen; Kurt Zins

### 9:00 a.m. Call Board of Commissioners Meeting to Order: Chair

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
  - a. [February 13, 2024 Board Minutes](#)
  - b. [Ducks Unlimited Lake Region Gambling Permit](#)
  - c. [Renewal of Consumption and Display Permit for Nicollet Conservation Club, Inc.](#)
  - d. [End of Probations](#)
  - e. Approval of Bills
5. Public Appearances

- 9:05 a.m. 6. Health and Human Services
- a. [County Burial-Cremation Policy](#)
  - b. [Model Jail Services Grant](#)

- 9:15 a.m. 7. Public Services
- a. [Resolution to Establish Absentee Ballot Board and County UOCAVA Ballot Board for the April 9, 2024 Special Election](#)
  - b. [Houston Engineering Additional Service Request](#)

- 9:25 a.m. 8. County Attorney Update
9. Chair's Report
10. Commissioner Committee Reports, Meetings & Conferences
11. Approve Per Diems and Expenses
12. Adjourn Board of Commissioners Meeting

- 9:30 a.m. Call Drainage Authority Meeting to Order: Chair
1. Approval of Agenda
  2. Approval of Consent Agenda
    - a. [February 13, 2024 Drainage Authority Minutes](#)
  3. Public Appearances

- 9:35 a.m. 4. [County Ditch 86A Improvement Project](#)

- 9:50 a.m. 5. Adjourn Drainage Authority Meeting

#### Mission Statement

Providing efficient services with innovation and accountability.

#### Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

#### Core Values

Leadership. Integrity. Accountability. Efficiency. Innovation.

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### **Notice of Scheduled Meetings**

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Questions or comments regarding Nicollet County meetings and requests to participate can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or [mandy.landkamer@co.nicollet.mn.us](mailto:mandy.landkamer@co.nicollet.mn.us).

### **March 2024**

Date	Time	Meeting	Location
March 5	11:00 – 1:30 pm	Greater Mankato Growth Meeting	MSU - Mankato
March 6	1 – 2:30 pm	Insurance Committee Meeting	Nicollet Room – St. Peter
March 6 – 8	<b>** Nicollet County Government Center/License Center Closed for Remodeling **</b>		
March 12	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
March 12	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
March 18	7:00 pm	Planning & Zoning Commission (PZ) / Board of Adjustments & Appeals (BAA)	Gov. Center EOC – St. Peter
March 19	8:15 am	Individual Dept. Head Meeting - PPSD	Gov. Center Board Room – St. Peter
March 19	9:30 am	Board Workshop	Gov. Center Board Room – St. Peter
March 21	8:15 am	BNCH – Executive Board Meeting	1900 Franklin St. – New Ulm
March 26	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
March 26	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
March 27-29	All Day	AMC Leadership Summit	Grand View Lodge – Nisswa, MN

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**FEBRUARY 13, 2024**  
**OFFICIAL PROCEEDINGS OF THE**  
**BOARD OF COUNTY COMMISSIONERS**

The Nicollet County Board of Commissioners met in regular session on Tuesday, February 13, 2024 at 9:00 a.m. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Dehen and Zins. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

**Approval of Agenda**

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the agenda. Motion carried with all voting in favor.

**Consent Agenda**

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the consent agenda items as follows:

1. January 23, 2024 Board Meeting Minutes
2. Out of State Travel Request – National Treatment Court Conference (Comm. Corrections)
3. Out of State Travel Request – National Treatment Court Conference (HHS)
4. Out of State Travel Request – National Treatment Court Conference (Attorney)
5. Out of State Travel Request – Society of Human Resources Conference
6. Legal Services Contract for January 1, 2024 – June 30, 2024
7. Approval of Bills
8. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
  - a. General Revenue Fund - \$254,659.20;
  - b. Road & Bridge Fund - \$88,647.79;
  - c. Human Services Fund - \$273,349.23

Motion carried with all voting in favor.

**Public Appearances:**

There were no public appearances.

**Health and Human Services**

***2024 Master Contract for MFIP/DWP and Notice of Funds Available***

Director Sassenberg came forward to request approval of the 2024 Master Contract for MFIP/DWP and Notice of Funds Available. The contract allows for state funds to be used through MVAC and the South Central WorkForce Council to provide various employment services to Nicollet County residents. Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the MFIP/DWP Master Contract and Notice of Funds Available. Carried with all voting in favor.

### **Transportation Contract Amendments**

Director Sassenberg shared that Nicollet County contracts with transportation providers as part of a requirement to coordinate non-emergency medical transportation for medical assistance recipients. AmeriCare Mobility has requested reimbursement for canceled or no-show rides in the amount of \$25.00 per occurrence, and provide a \$5.00 administrative fee per round trip transport or a \$2.50 fee per one-way transport.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to authorize entering into the amended Transportation Contracts to include administrative costs and no-show fees. Motion carried with all voting in favor.

### **Property Services**

#### **January 22, 2024 Planning and Zoning Advisory Commission Meeting: PLN 24-02 – MN Paving and Materials**

Zoning Specialist Crawford came before the Board to request consideration of the following conditional use permit requests and findings of fact from the January 22, 2024 Planning & Zoning Advisory Commission:

1.)	MN Paving and Materials/ New Ulm Quartzite Quarries, Inc.	PLN24-02	3-year Mineral Extraction Conditional Use Permit to mine, crush, process and stockpile quartzite along with operating multiple hot mix plants and a concrete batch plant.
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The Planning Commission recommends approval with staff's recommended conditions.

Motion by Commissioner Zins and seconded by Commissioner Dehen to accept the Planning & Zoning Advisory Commission's January 22, 2024 report, permit, recommendations, and findings as submitted therein. Motion carried with all voting in favor.

### **Administration**

#### **Nicollet County Property and Public Services (PPSD) Project Bid Approval**

Administrator Landkamer came forward to present information regarding the PPCSD remodel project. A remodel of the office spaces was included in the 2019 Capital Improvement Plan but did not move forward at that time. Following the COVID-19 pandemic, staff were able to re-evaluate the space and current customer service needs. The revised plan focuses on enhancements to ADA and building security as well as improved customer service areas.

Motion by Commissioner Kolars and seconded by Commissioner Dranttel to approve the low bid as presented for the Nicollet County PPCSD remodel, and authorize the County Administrator to execute the contracts with the approved bidders and Contegrity Group, Inc. Motion carried unanimously.

### **County Attorney**

County Attorney Zehnder Fischer discussed ongoing school attendance concerns in the area. The Attorney's Office also participated in this year's Polar Plunge, organized by the Nicollet County Sheriff's Office. The event raised over \$60,000 for Special Olympics MN and was well attended.

### **Chair's Report**

- County Board
- Hwy 169
- Open Meeting Law
- Personnel Committee
- Corrections Meeting
- HRA Meetings
- CHB Board Meeting

### **Commissioner Committee Reports**

The Commissioners reported on various meetings and activities, including:

#### **Commissioner Marie Dranttel**

- Regional Treatment
- County Board

#### **Commissioner Mark Dehen**

- EHS Meeting
- GMG Legislative Meeting
- CHB Regular and Board Meeting
- True Transit
- MRCI Meeting
- GMG Neal Kashkari Event
- groundbreaking
- County Board

#### **Commissioner Kurt Zins**

- AMC Drainage Conference
- CHB Board Meeting
- County Board

#### **Commissioner Jack Kolars**

- GMG Legislative Meeting
- Diversity Council
- GMG Open House
- Personnel Committee
- MAPO
- CHB Board Meeting
- County Board

### **Approve Per Diems and Expenses**

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor.

**Adjourn**

The meeting adjourned at 9:39 a.m.

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TERRY MORROW, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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MANDY LANDKAMER,  
CLERK TO THE BOARD

DRAFT

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> Ducks Unlimited Lake Region Gambling Permit		
Primary Originating Division/Dept.: Public Services  Contact: Jaci Kopet                      Title: PPSD Director  Amount of Time Requested:        minutes  Presenter:                                      Title:	Meeting Date: 02/27/2024  Item Type: Consent Agenda <small>(Select One)</small>  Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services <small>(Select One)</small>		
<b>BACKGROUND/JUSTIFICATION:</b>  Public Services received an application for an exempt gambling permit from the Ducks Unlimited Lake Region Chapter 50 on February 14, 2024. The application indicates the raffle will be held at the Nicollet Conservation Club Inc. in Nicollet Township. The event will be held on March 28, 2024.  Since this event is located in a township, the application requires the county's approval prior to sending to the State Gambling Control Board.  The application is attached for your consideration.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Approval of the gambling permit.		
<b>FISCAL IMPACT:</b> Other <small>(Select One)</small>  If "Other", specify:   <b>FTE IMPACT:</b> No FTE change <small>(Select One)</small>  If "Increase or "Decrease," specify:  Related Financial/FTE Comments:	<b>FUNDING</b> County Dollars =  State <small>(Select One)</small>  <b>Total:</b>	

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Ducks Unlimited Lake Region Chapter 50

Previous Gambling Permit Number: X- 40004-24-021

Minnesota Tax ID

Number, if any: [REDACTED]

Federal Employer ID

Number (FEIN), if any: \_\_\_\_\_

Mailing Address: 234 Buchannon St N

City: Waterville State: MN Zip: 56096 County: Le Sueur

Name of Chief Executive Officer (CEO): Jennifer Brady

CEO Daytime Phone: 507-202-0812

CEO Email: jennifer.brady@live.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:

[www.sos.state.mn.us](http://www.sos.state.mn.us)

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Nicollet Conservation Club Inc

Physical Address (do not use P.O. box): 46045 471st Ln

Check one:

☐ City:

Zip:

County:

☒ Township: Nicollet

Zip: 56074

County: Nicollet

Date(s) of activity (for raffles, indicate the date of the drawing): March 28, 2024

Check each type of gambling activity that your organization will conduct:

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



# LG220 Application for Exempt Permit

4/22  
Page 2 of 4

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

### CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

### COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

Date: 2-14-2024

Print Name: Jennifer Brady

## REQUIREMENTS

### Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

### Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

## MAIL APPLICATION AND ATTACHMENTS

### Mail application with:

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

### Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> Renewal of Consumption and Display Permit for Nicollet Conservation Club Inc		
Primary Originating Division/Dept.: Public Services		Meeting Date: 02/27/2024
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
<b>BACKGROUND/JUSTIFICATION:</b> This is a routine renewal of Consumption and Display Permit (the ability to provide "set ups") for the Nicollet Conservation Club.  The Nicollet Conservation Club is in good standing. I recommend approval of this permit with no issues.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Approval of the Renewal of Consumption and Display Permit		
<b>FISCAL IMPACT:</b> Other (Select One)  If "Other", specify:	<b>FUNDING</b> County Dollars =  State (Select One)  <b>Total:</b>	
<b>FTE IMPACT:</b> No FTE change (Select One)  If "Increase or "Decrease," specify:  Related Financial/FTE Comments:		



Minnesota Department of Public Safety  
Alcohol & Gambling Enforcement Division  
445 Minnesota Street  
St Paul, Minnesota 55101  
651-201-7507

RENEWAL OF CONSUMPTION AND DISPLAY PERMIT  
Permit Fee \$250 (Renewal Date: April 1)

Iden: 24936

License Code: CDPRV

Business Phone: 507-232-3366

Nicollet Conservation Club Inc.  
DBA: Nicollet Conservation Club  
46045 471st Ln/PO Box 138  
Nicollet, MN 56074

IF NAME AND  
ADDRESS SHOWN  
ARE NOT CORRECT,  
MAKE CHANGES  
BELOW

Superior Point 115291.804 06/02/2023 to 06/02/2024  
Worker's Comp. Ins. Name Policy No. Policy Period  
City/County where permit approved Nicollet County  
Licensee Name Nicollet Conservation Club  
Address, City, State, Zip 46045 471st Ln Nicollet, MN 56074  
Business Phone 507 232-3366 Email None

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.

Applicant's signature on this renewal confirms the following:

Failure to report any of the following will result in fines.

1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that workers compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Additional information to be provided as is necessary

- Indicate (on back of page) changes of corporate officers, partners, home addresses or telephone numbers:
- Report (on back of page) details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):
- Report (on back of page) any license rejections or revocations:
- City/County Comments:

Jacob Zins (Treasurer N.C.C.)

2-13-24

Licensee Signature

Date

(Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature

Date

(Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT AND RETURN WITH APPLICATION.

Amount Received

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> End of Probations		
Primary Originating Division/Dept.: Human Resources  Contact: Kristy Larson                      Title: HR Director  Amount of Time Requested                      minutes  Presenter: Kristy Larson                      Title: HR Director	Meeting Date: 02/27/2024  Item Type: Consent Agenda <small>(Select One)</small>	
Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No		
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>		
<b>BACKGROUND/JUSTIFICATION:</b> Sheriff's Office Sheriff Dave Lange has requested the end of probation for Mark Oberlander, Jail Programmer, effective January 4, 2024; Reegan Howard, 911 Dispatcher, effective January 24, 2024; and Hector Macias, Correctional Officer, effective February 13, 2024.		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Grant end of probationary status		
<b>FISCAL IMPACT:</b> Other <small>(Select One)</small>  If "Other", specify   <b>FTE IMPACT:</b> No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify:  Related Financial/FTE Comments:	<b>FUNDING</b> County Dollars =  Grant <small>(Select One)</small>  <b>Total</b>	

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> County Burial-Cremation Policy	
Primary Originating Division/Dept.: Health and Human Services  Contact: Cassandra Sassenberg Title: HHS Director  Amount of Time Requested 5 minutes  Presenter: Cassandra Sassenberg Title: HHS Director	Meeting Date: 02/27/2024  Item Type: Regular Agenda <small>(Select One)</small>  Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services <small>(Select One)</small>	
<b>BACKGROUND/JUSTIFICATION:</b> Per Minn. Stat. § 261.035, Nicollet County provides assistance when a resident passes away and they or their family are unable to pay for their own cremation or burial. The attached policy provides the County's framework for decision-making and procedures for handling funding requests. Revisions to the policy include: -Clarifying asset limits for when the deceased has a surviving spouse or minor child, or is a minor child -A reduction in asset limits to be in line with other counties -Reflection of a process change in which the County will collect balances from the decedent's bank account or from the family, as opposed to requiring the funeral home to do so -Language changes with the goal of providing clear information to our residents	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
<b>ACTION REQUESTED:</b> Approval of the amended County Burial-Cremation Policy	
<b>FISCAL IMPACT:</b> Included in current budget <small>(Select One)</small>  If "Other", specify	<b>FUNDING</b> County Dollars = \$20,000  Other <small>(Select One)</small>
<b>FTE IMPACT:</b> No FTE change	<b>Total</b>
If "Increase or "Decrease" specify: N/A	
Related Financial/FTE Comments: Costs vary greatly each year. In 2021, costs were approximately \$12,000. In 2023, costs were approximately \$25,000.	



## County Burial/Cremation Application



Provide all known assets of the deceased: cash, bank accounts, and other real estate or personal property as listed below. Verification will be required.

Account Type	Check all that Apply	Location and Account Number	Last Known Balance
Cash	<input type="checkbox"/>		
Checking Account	<input type="checkbox"/>		
Savings Account	<input type="checkbox"/>		
Nursing Home Account	<input type="checkbox"/>		
Certificate of Deposit	<input type="checkbox"/>		
Annuity	<input type="checkbox"/>		
Life Insurance	<input type="checkbox"/>		
Burial Trust	<input type="checkbox"/>		
Veterans Benefits	<input type="checkbox"/>		
Social Security Death Benefit	<input type="checkbox"/>		
Real Estate Equity	<input type="checkbox"/>		
Other (include vehicles)	<input type="checkbox"/>		

List other possible forms of payment below (i.e. insurance, relative, employer).

I do hereby declare that the information I have provided is true and accurate to the best of my knowledge. I understand that if I knowingly provide false information on this form, I may be subject to prosecution for fraud. All assets owned by the decedent have been disclosed to the county agency and are listed above.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:\_\_\_\_\_



## County Burial – Cremation Policy

### Purpose

Nicollet County will provide for the cremation or burial of its residents who are financially unable to do so, in accordance with Minn. Stat. §261.035. The County will honor known preferences or practices of the decedent, the decedent's spouse, or the decedent's next of kin, to the best of its ability. If preferences are unknown, the County may authorize cremation or use of County burial plots.

### Procedure

- I. Applications must be submitted before an agreement is made with a funeral home.

If any contract is signed or cremation or burial is completed before turning in the application, County assistance cannot be provided.

- II. An application must be submitted by a relative, friend of the deceased, or a funeral home director.

In situations where the County has no information about the existence or location of any next of kin, the Health and Human Services Director may authorize cremation of the person's remains and interment after receiving a completed, signed Application for County Cremation/Burial Disposition from the funeral director.

- III. An interview is required and may be conducted either in-person or over the phone.

A. An eligibility worker will be assigned as follows:

1. If there is an open case in Nicollet County, the current worker will take the application.
2. If the deceased was not on County MAXIS programs or Nicollet County has the financial responsibility for an excluded time case being serviced by another County, the MAXIS eligibility worker whose caseload would have included the deceased will be designated to process the application.



- B. The eligibility worker will request proof of the value for all assets as required, as of the date of death. (See Special Rules section if the value of assets is unable to be obtained as of the date of death.)

IV. The County will determine what assets and other resources are available to pay for disposition, such as social security death benefit.

- A. Asset rules vary depending on the family status of the applicant:

Family Status	Asset Limit
Unmarried Individual with no minor children	Cost of burial/disposition (at the County rate)
Married individual with no minor children	\$3,000 or less for cremation/burial to be approved
Individual has a minor child in the household	\$10,000 or less for cremation or burial to be approved
Individual is a minor child	\$10,000 or less for cremation or burial to be approved

- B. Vehicles as assets, equity is used when determining value:

1. Vehicles owned at the time of death for a single person will be evaluated and if their value, added to other counted assets, puts assets over the total allowed for the County burial/cremation, the request will be denied.
2. For married persons, if the couple owned more than one vehicle, the value(s) of each additional vehicle will be evaluated as counted assets.
3. For families, vehicles numbering more than the number of drivers in the household will be evaluated as counted assets. The descendant no longer counts as a licensed driver.

- C. County funds will be denied if there is real property with value and/or equity, enough to cover the cost of disposition, unless there is a surviving spouse, child under 21, or disabled child of any age living on the property.

The County Burial application will be denied if the total of counted assets is more than the limit listed above, for the family size.

- D. The assigned Eligibility Worker will discuss County payment rates in detail with the funeral director. Once the funeral director has agreed to the County rates for the services requested, the Eligibility Worker will present the case to the Financial Assistance Supervisor for formal approval of the burial/cremation assistance request.
  - E. The Eligibility Worker will enter a MAXIS case note regarding the status of the disposition request (approved or denied) and any other applicable information (name of applicant, date of death, funeral home, amount approved for County funded disposition, etc.). The Eligibility Worker will also provide a completed copy of the Eligibility Determination Form to the Financial Assistance Supervisor.
  - F. Upon approval, the County will contact the selected funeral home, inform them of the eligible disposition determination, and notify the funeral home where to send a bill.
  - G. Upon receipt of the bill from the funeral home, the County will review the statement for compliance with County-approved disposition maximums. The Financial Assistance Supervisor will create a voucher, sign it, then attach the bill and route to Finance for payment authorization. The Application for County Cremation/Burial Disposition and a copy of the approved voucher will be scanned into Caseworks, if applicable.
- V. Special circumstances:
- A. If a family member or representative is not able to obtain current bank account balances due to circumstances beyond their control, this provision may be waived as follows:
    - 1. [Option A]: If the family is able to pay the funeral home at the County burial/cremation rate, and the funeral home is willing to allow it, this can be done. Once the County has verified the value of all countable assets, the County will pay the funeral home if the client was under the asset limit. The funeral home would then need to reimburse the family. If the client was not under the asset limit, the County will not make payment and the funeral home may seek additional market rate costs to be paid by the family.
    - 2. [Option B, if option A is not doable]: At the discretion of the Financial Assistance Supervisor, the County may approve

the County burial or cremation provisionally. The provision is that a Collections officer for the County will be notified to put a hold on the account so the County can recoup whatever is in the account after 30 days, with a death certificate. If it turns out that assets are more than what the County paid for final disposition services, the County may recover additional funds as part of Estate Recovery processes (in cases where Estate Recovery applies.)

- B. The cultural or religious traditions of some County residents may require burial to occur within 24 hours of death. In these situations, the County will be sensitive to the religious/cultural needs of the community members, while at the same time adhering to general guidelines. The procedure outlined above may be used if families are unable to verify asset balances at the time of death (the date of application).
- C. Any other exceptions to general guidelines will need to be approved by the Financial Assistance Supervisor in consultation with the Health and Human Services Director.
- D. The worker approving the disposition request will email the time of death fact sheet to the County Collections unit to pursue reimbursement for County funds paid.
- E. If the deceased was the only household member with active program(s) on the MAXIS case, the Eligibility Worker will transfer the MAXIS case to the Collections officer handling recovery of final disposition funds and/or MA Estate Recovery.

## Covered Burial / Cremation Costs

### Funeral Home

Direct cremation	\$1,060.00
Traditional burial	\$2,500.00
Transportation outside 60-mile radius of funeral home	\$1.00/loaded mile*
Coroner fee	\$50.00

### Crematory Services

Cremation	\$550.00
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### Cemetery Services

Grave opening and closing	Actual Cost
Lot	Actual Cost**

\*Or price negotiated with funeral home

\*\*Most reasonably priced lot must be used

## Payment Considerations

The funeral home must accept the County's payment as payment in full. If family or friends choose to make substitutions or upgrades, they will be obligated to pay for the entire cost.

If a burial/cremation request is approved:

- All assets of the decedent will be subject to recovery by Nicollet County
- Nicollet County will pay the funeral home up to the County maximum upon receipt of the bill.
- Where applicable, the Social Security death benefit must be applied for and will be turned over to the County.
- If other resources become available to the deceased estate, the County will be notified immediately by the applicant at 507-934-7193.

Extra fees associated with the disposition of the remains may not be paid by Nicollet County, or paid using funds of the decedent. These costs, if incurred, are the responsibility of the family. These costs may include, but are not limited to interment fees, winter burial costs (including snow removal), perpetual care, markers, final dates,

visitation, additional transportation, tent and set-up fees, weekend or holiday charges, memorial paper products, obituaries, flowers, clothing, honorariums, etc.

## Eligibility Determination Form

Additional information is needed to determine eligibility for Nicollet County payment.  
*(This form is to be completed by NC HHS staff, not sent to applicant)*

Family/ Representative contact with Funeral Home/ Cemetery and with County Agency:

1. Name of funeral home:
2. Date contact was made:
3. Was a contract or disposition agreement signed?    Yes    /    No  
When: \_\_\_\_\_  
By Whom: \_\_\_\_\_

*(Deny applications received after a contract or disposition agreement has been signed by the applicant or another responsible relative unless weekends, holidays, or extraordinary circumstances prevented a timely application.)*

\*\*\*\*\*

County Determination:

Approved ☐      Denied ☐

By: \_\_\_\_\_

Date: \_\_\_\_\_

Basis/ Reason for Decision:

County Funds Authorized: \$ \_\_\_\_\_



## County Cremation/Burial Assistance Fact Sheet



### Who may be eligible?

Per Minn. Stat. § 261.035, Nicollet County provides assistance when a resident dies and they or their family are unable to pay for their own cremation or burial.

### Important Information

Do not make your own arrangements with a funeral home. Inform the funeral home that you are applying for County Burial. If approved, the County must make arrangements at a negotiated rate. County assistance cannot be given for arrangements that have been made privately.

### How to apply

- The County cremation – burial assistance application can be found on the Nicollet County website <https://www.co.nicollet.mn.us/187/Health-and-Human-Services>.
- You may also contact our office at 507 934 8559 to request an application.
- The application can be turned in:
  - By fax at 507 934 8552
  - By email at [hhsinfo@co.nicollet.mn.us](mailto:hhsinfo@co.nicollet.mn.us)
  - By mail to 622 S Front Street, St. Peter, MN 56082
  - In-person at 622 S Front Street, St. Peter, MN or 2070 Howard Drive W, North Mankato, MN 56003
- A family member or a responsible party of the deceased must complete the application and provide proof of asset values as of the date of death.

### What types of assets need to be reported?

- Cash, bank accounts, and any other accounts or investments
- Life insurance policies and/or burial policies
- Veterans Administration (VA) benefits
- Social Security death benefit
- Vehicles owned by the deceased person
  - One vehicle per licensed driver can be excluded from counted assets if the person lived in a household with other drivers.
- Equity value of any real estate property
  - This includes the deceased person's homestead, unless there is a surviving spouse, child under 21, or disabled child of any age living in the homestead.

Asset limits:

Household Type	Asset Limit
Unmarried individual with no minor children	Cost of Cremation or burial
Married individual with no minor children	\$3,000
Individual that is a minor child or lived in the household with minor children	\$10,000

Note, when counted assets are above these limits, the request for county assistance will be denied.

How long does the process take?

County Burial applications are considered urgent requests and are processed as quickly as possible. Typically, contact with the funeral home is initiated as soon as an application is received so that costs and allowable payments can be discussed.

What happens if County assistance is approved?

Once your application is approved, the County will notify the funeral home of the approval and request a billing statement.

A referral is made to the County collections officer to notify them that a County Burial has been approved. The collections officer will recover any available assets from the deceased's estate to offset the costs paid by the County.

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b>	
Model Jail Services Grant	
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 02/27/2024
Contact: Cassandra Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested 5 minutes	
Presenter: C.Sassenberg Title: HHS Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
<b>BACKGROUND/JUSTIFICATION:</b> <p>As discussed at the December Board Workshop, Health and Human Services and the Sheriff's Office have been working together to develop strategies to offer additional services within Nicollet County's jail. Health and Human Services applied for and was awarded \$130,000 for two years through a Minnesota Department of Health - Model Jail Services Grant in order to offer the Parenting Inside Out Program. This program is an evidence-based parenting skills training program developed for criminal justice involved parents. Our staff would be trained to offer services to mothers or fathers currently incarcerated as well as to offer community-based services for parents who discharge to the community. The grant will fund staff time for training and service provision, travel, and program purchases.</p>	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
<b>ACTION REQUESTED:</b> <p>Authorization to accept the Model Jail Services grant and enter into a two year grant agreement with the Minnesota Department of Health.</p>	
<b>FISCAL IMPACT:</b> NOT in current budget (Select One) If "Other", specify	<b>FUNDING</b> County Dollars = Grant \$130,000.00 (Select One) <b>Total</b>
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	



# Minnesota Department of Health

## Grant Agreement Cover Sheet

You have received a grant agreement from the Minnesota Department of Health (MDH). Information about the grant agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**ATTACHMENT:** Grant Agreement  
**CONTACT FOR MDH:** Anna Lynn, [anna.lynn@state.mn.us](mailto:anna.lynn@state.mn.us), 651-201-3627

Grantee SWIFT Information	Grant Agreement Information	Program & Funding Information
<b>Name of MDH Grantee</b> (as it appears in SWIFT): Nicollet County of MN	<b>SWIFT Contract Number:</b> 243896	<b>MDH Program Name:</b> Children of Incarcerated Parents-Model Jail Practices
<b>Grantee SWIFT Vendor Number:</b> 0000197335  <b>SWIFT Vendor Location Code:</b> 008	<b>Effective Date:</b> 2/15/2024, OR the date all signatures are collected and the agreement is fully executed, whichever is later.  <b>Expiration Date:</b> 12/31/2025	<b>Total State Grant Funds:</b> \$130,000 <b>Total Federal Grant Funds:</b> \$0 <b>Total Grant Funds (<i>all funds</i>):</b> \$130,000

## Minnesota Department of Health

# Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH") and Nicollet County of MN ("Grantee"). Grantee's address is 501 S Minnesota Ave, St. Peter, MN 56082.

### Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) and [Minn. Stat. § 2023, Chapter 70, Article 4 Sec. 69. \[145.9576\] Model Jail Practices](#).
2. MDH is in need of jails and community partners to implement model jail practices and programs that support children of incarcerated parents and their families.
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the activities according to the terms of this grant agreement. Grantee agrees to minimize administrative costs as a condition of this grant agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1.

### Grant Agreement

#### 1. Term of Agreement

##### 1.1. *Effective Date*

February 15, 2024, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this grant agreement is fully executed. Grantee must not begin work until this grant agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

##### 1.2. *Expiration Date*

December 31, 2025, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

##### 1.3. *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant agreement: Liability; Financial Examinations; Government Data Practices and Data Disclosure; Ownership of Equipment and Supplies; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

## 2. Activities

### 2.1. *MDH's Activities*

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

### 2.2. *Grantee's Activities*

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

## 3. Time

Grantee is required to perform all of the activities stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. MDH is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant agreement.

## 4. Award and Payment

MDH will award funds to Grantee for all activities performed in accordance with this grant agreement.

### 4.1. *Grant Award*

Reimbursement will be in accordance with the agreed upon budget contained in Exhibit B, which is attached and incorporated into this grant agreement

### 4.2. *Travel Expenses*

Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"); or, at the Grantee's established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

### 4.3. *Budget Modifications*

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

### 4.4. *Total Obligation*

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed \$130,000.

#### **4.5. Terms of Payment**

##### **4.5.1. Invoices**

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

#### **4.6. Contracting and Bidding Requirements**

##### **4.6.1. Municipalities**

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

##### **4.6.2. Non-municipalities**

Grantees that are not municipalities must adhere to the following standards in the event that activities assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under [Minn. Stat. ch. 16B](#).
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
  - 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search/>);
  - 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>); or
  - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>).

- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
  - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant agreement or
  - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
- viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41 through 177.44](#).
- ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

## 5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

## 6. Authorized Representatives

### 6.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant agreement is Anna Lynn, Mental Health Promotion Coordinator, 651-201-3627, [anna.lynn@state.mn.us](mailto:anna.lynn@state.mn.us), or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

### 6.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Bree Allen, Public Health Supervisor, Nicollet County Health and Human Services, 501 S Minnesota Ave, St. Peter, MN 56082, 507-934-7177, [Breanna.Allen@co.nicollet.mn.us](mailto:Breanna.Allen@co.nicollet.mn.us), or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this grant agreement. If Grantee selects a new Authorized Representative

at any time during this grant agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

## **7. Assignment, Amendments, Waiver, and Grant Agreement Complete**

### **7.1. Assignment**

Grantee shall neither assign nor transfer any rights or obligations under this grant agreement.

### **7.2. Amendments**

If there are any amendments to this grant agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

### **7.3. Waiver**

If MDH fails to enforce any provision of this grant agreement, that failure does not waive the provision or MDH's right to enforce it.

### **7.4. Grant Agreement Complete**

This grant agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## **8. Liability**

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this grant agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this grant agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

## **9. Financial Examinations**

The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of this grant agreement are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, and the Minnesota State Auditor, or and the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10. Government Data Practices and Data Disclosure**

### **10.1. Government Data Practices**

Grantee and MDH must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by



either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

### **10.2. Data Disclosure**

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **11. Ownership of Equipment and Supplies**

**11.1. Equipment.** "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

**11.2. Supplies.** "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of \$5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

## **12. Ownership of Materials and Intellectual Property Rights**

### **12.1. Ownership of Materials**

"Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this grant agreement by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

### **12.2. Intellectual Property Rights**

Grantee represents and warrants that Materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

### **13. Workers' Compensation**

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by this grant agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.

### **14. Publicity and Endorsement**

#### **14.1. Publicity**

Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. If federal funding is being used for this grant agreement, the federal program must also be recognized.

#### **14.2. Endorsement**

Grantee must not claim that MDH endorses its products, services, or activities.

### **15. Termination**

#### **15.1. Termination by MDH or Grantee**

MDH or Grantee may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice (e.g., by mail, email, or both) to the other party.

#### **15.2. Termination for Cause**

If Grantee fails to comply with the provisions of this grant agreement, MDH may terminate this grant agreement without prejudice to the right of MDH to recover any money



previously paid. The termination shall be effective five business days after MDH sends written notice (e.g., mail, email, or both) of termination to Grantee.

**15.3. *Termination for Insufficient Funding***

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

**15.4. *Termination by Commissioner of Administration***

The Commissioner of Administration may unilaterally and immediately cancel this grant agreement if, in the Commissioner's sole discretion, further performance does not serve MDH's purposes or is not in the best interests of the State of Minnesota.

**16. Governing Law, Jurisdiction, and Venue**

This grant agreement, amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**17. Clerical Error**

Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

**18. Lobbying**

- 18.1.** Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 18.2.** In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.

- 18.3.** Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 18.4.** By signing this grant agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this grant agreement.

## 19. Other Provisions

### 19.1. *Voter Registration Services Requirement*

If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township or non-profit organization, then Grantee is required to comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

### 19.2. *Debarment, Suspension and Responsibility Certification*

Federal regulation [2 CFR § 200.214](#) prohibits MDH from purchasing goods or services with federal money from any party that has been suspended or debarred by the federal government. Similarly, [Minn. Stat. §§ 16C.03](#), subd. 2, and [16B.97](#), subd. 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this grant agreement, Grantee certifies that it and its principals:

- a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
- b) Have not within a three-year period preceding this grant agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and

- d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant agreement are in violation of any of the certifications set forth above.

## 20. Incentives

When included in the approved Work Plan and or Budget, the following language applies.

### 20.1. *Handling of Incentives.*

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the following:

### 20.2. *Separation of duties*

- a) More than one Grantee staff person must be involved in the management and handling of the incentives.
- b) The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives.
- c) The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records.
- d) Handoff of incentive from one person to another must be documented.

### 20.3. *Distribution of Incentives* (incentives may only be used for approved purposes by MDH)

- a) Only one incentive can be given to an individual per occurrence/event.
- b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
- c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.
- d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.
- e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
- f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

### 20.4. *Incentive tracking documentation.*

The tracking documentation the Grantee must maintain must not contain any private data. The tracking system must record the following:

- a) Number of incentives on hand, including starting balance and any additional incentives

purchased.

- b) description of the incentives
- c) quantity of incentive(s) distributed to each participant.
- d) the last four digits of any pre-paid card number
- e) value/amount
- f) a unique non-identifiable data point for each participant (e.g. case number, file number),
- g) date participant received incentive(s), and
- h) signature of Grantee staff member providing incentive(s) to participant(s)

**20.5. Reconciliation.**

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to the State's Authorized Representative no less than two weeks after each reconciliation.

**20.6. Subcontracting/Subgranting.**

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

**20.7. Lost or stolen incentives.**

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

**20.8. Invoicing.**

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

**20.9. Failure to Comply.**

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

[Signatures on following page]

## APPROVED:

### 1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Rachel LeBlanc Digitally signed by Rachel LeBlanc  
Date: 2024.02.21 12:37:12 -06'00'

SWIFT Contract & Initial PO: 243896/3000110543/REQ 10649

### 2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: Health and Human Services Director Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

## Exhibit A – Grantee’s Activities/ Scope of Work

- A. Quarterly progress reports must be submitted in a timely fashion and according to the following schedule: progress reports shall be submitted quarterly on the form prescribed by MDH. Progress reports are due 20 days after the reporting period. The final report is due 20 days after the expiration date of the grant agreement.

Objectives	Activities	Start Date	End Date	Evaluation Measures
<p><b>LEARNING COMMUNITY</b> Participant in Learning Community to Advance Model Practices Statewide.</p> <p><b>Outcome:</b> Increased contacts and improved relationships between incarcerated parents and their children.</p>	<ul style="list-style-type: none"> <li>Define jail core team membership by 3/31/24.</li> <li>Participate in learning community quarterly meetings.</li> <li>Participate in quarterly calls with Minnesota Department of Health (MDH) to provide updates on progress and discuss challenges.</li> <li>Host one in-person learning community meeting.</li> <li>Collect and submit data identified by the learning community to MDH semi-annually.</li> <li>Share 1-2 Plan-Do-Study-Act summaries with MDH and the learning community annually.</li> <li>Reach out to jail sites from cohort one to receive or provide guidance about implementation strategies as needed.</li> </ul>	2/15/24	12/31/25	<ul style="list-style-type: none"> <li>Number of contacts between minor children and their parents by type of contact (e.g., contact, non-contact, video).</li> </ul>
<p><b>PARENT EDUCATION-</b> Expand parenting classes to support the parent-child relationship.</p> <p><b>Outcome:</b> Improved parenting skills and co-parenting relationships.</p>	<ul style="list-style-type: none"> <li>Identify specific partners and staff who will participate in Parenting Inside Out (PIO) or other parent education curriculum as agreed upon with MDH.</li> <li>Discuss with community partners about their ability to offer PIO or other parent education curriculum outside of the jail.</li> <li>Have at least two staff or community partners complete PIO training or other parent education curriculum.</li> <li>Develop a referral process for parents who leave jail to participate in available PIO or other available parenting education curriculum.</li> <li>Implement PIO curriculum or other parent education curriculum in the jail.</li> </ul>	<p>2/15/24</p> <p>3/1/24</p> <p>6/1/24</p>	<p>3/01/24</p> <p>6/1/24</p> <p>12/31/25</p>	<ul style="list-style-type: none"> <li>Number of facilitators trained, and classes held.</li> <li>Number of parents and co-parents taking parenting education and number that graduated (inside and outside of jail).</li> <li>Post course evaluation data.</li> </ul>



Objectives	Activities	Start Date	End Date	Evaluation Measures
	<ul style="list-style-type: none"> <li>Collect and submit post-PIO course or other parenting education evaluation data at least semi-annually to MDH.</li> </ul>			
<b>STAFF TRAINING</b> Enhance training for staff and partners to support child-friendly space.  <b>Outcomes:</b> <ul style="list-style-type: none"> <li>Increased awareness among key stakeholders of parental incarceration issue and implications.</li> <li>Improved jail culture and staff buy-in.</li> </ul>	<ul style="list-style-type: none"> <li>Jail staff and key community partners will participate in four training sessions annually (one per quarter).</li> <li>Between 40-50% of participants will complete post-training evaluation.</li> </ul>	2/15/24	12/31/25	<ul style="list-style-type: none"> <li>Number of jail and community staff attending trainings each quarter.</li> <li>Post training evaluation data.</li> </ul>
<b>PARTNERSHIPS</b> Expand community partnerships and coalitions to increase services and access.  <b>Outcomes:</b> <ul style="list-style-type: none"> <li>Expanded access to services and supports for children of incarcerated parents and their families.</li> <li>An increased number of justices involved families utilizing Family</li> </ul>	<ul style="list-style-type: none"> <li>Develop a team or coalition of county partners to discuss current policies, practices, or programs that impact children of incarcerated parents and strategies for improving resources for children of incarcerated parents.</li> <li>Complete a network analysis with coalition at start of grant and at the end, using a University of Minnesota (UMN) develop tool that will be provided, summarizing changes in partnerships and local policies, practices, and/or programs.</li> <li>Provide outreach to local judges to share information about this work and invite them to participate in relevant meetings and trainings.</li> <li>Work with local schools to facilitate incarcerated parents' contact as</li> </ul>	2/15/24  4/1/25	6/1/24  12/31/25	<ul style="list-style-type: none"> <li>Number of new or expanded partnerships and type.</li> <li>Number of referrals made for children and families to community partners.</li> <li>Number of justices involved families utilizing FHV or other community - based supports (e.g., affinity spaces for children with</li> </ul>

Objectives	Activities	Start Date	End Date	Evaluation Measures
Home Visiting (FHV) and engaged in their child's school.	<p>appropriate and expand access to school programs.</p> <ul style="list-style-type: none"> <li>• Work with local public health to increase access to evidence based FHV.</li> <li>• Identify steps to improve the referral process to FHV.</li> <li>• Shared updates with key community stakeholders at least annually (e.g., county board meetings).</li> </ul>			incarcerated parents).
<p><b>OTHER MODEL JAIL PRACTICES</b></p> <p>Implement model jail practices to support children of incarcerated parents and their families.</p> <p><u><b>Outcomes:</b></u></p> <ul style="list-style-type: none"> <li>• Increased parent-child contact.</li> <li>• Improved family friendly visiting environments.</li> <li>• Increased access to opportunities for contact (visiting and video).</li> </ul>	<ul style="list-style-type: none"> <li>• Implement Model Jail Practices intake questions about children of incarcerated parents.</li> <li>• Identify and implement steps to expand visiting opportunities such as in-person contact, telephone, and video visits.</li> <li>• Purchase and distribute phone cards or other mechanisms for offering incarcerated parents access to free telephone and video calls to their children and meetings regarding their children (e.g., school meetings), if applicable.</li> <li>• Complete Environmental Scan annually with 3-5 people. <ul style="list-style-type: none"> <li>○ Submit results to MDH and UMN.</li> <li>○ Implement at least one action steps to improve one or more of the problem areas identified in the scan.</li> </ul> </li> <li>• Review jail website with other learning community partners and make updates where needed.</li> </ul>	3/1/24	12/31/25	<ul style="list-style-type: none"> <li>• Number and type of intake changes made.</li> <li>• Number and type of visiting environment and policy/practice changes.</li> <li>• Number of parents who receive family focused re-entry supports/referrals.</li> </ul>



- B. Monthly invoices must be submitted in a timely fashion and according to the following schedule: invoices shall be submitted monthly on the form prescribed by MDH. Invoices are due 20 days after the reporting period. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

For Activities Performed	Invoice Submission Deadline
February 15, 2024- February 29, 2024	March 20, 2024
March 1, 2024- March 31, 2024	April 20, 2024
April 1, 2024- April 30, 2024	May 20, 2024
May 1, 2024- May 31, 2024	June 20, 2024
June 1, 2024- June 30, 2024	July 20, 2024
July 1, 2024- July 31, 2024	August 20, 2024
August 1, 2024- August 31, 2024	September 20, 2024
September 1, 2024- September 30, 2024	October 20, 2024
October 1, 2024- October 31, 2024	November 20, 2024
November 1, 2024- November 30, 2024	December 20, 2024
December 1, 2024- December 31, 2024	January 20, 2025
January 1, 2025- January 31, 2025	February 20, 2025
February 1, 2025- February 28, 2025	March 20, 2025
March 1, 2025- March 31, 2025	April 20, 2025
April 1, 2025- April 30, 2025	May 20, 2025
May 1, 2025- May 31, 2025	June 20, 2025
June 1, 2025- June 30, 2025	July 20, 2025
July 1, 2025- July 31, 2025	August 20, 2025
August 1, 2025- August 31, 2025	September 20, 2025
September 1, 2025- September 30, 2025	October 20, 2025
October 1, 2025- October 31, 2025	November 20, 2025
November 1, 2025- November 30, 2025	December 20, 2025
December 1, 2025- December 31, 2025	January 30, 2026

## Exhibit B – Grantee’s Budget

The Grantee shall submit estimated yearly Budget Plans for each fiscal year during the grant, and as requested by Minnesota Department of Health (MDH). Budget Plans shall be submitted on a form prescribed by MDH. The amount of any unspent funds from any given budget period will not be available for inclusion in the Grantee’s budget in the subsequent year, without written preapproval by MDH.

<b>Cost Category</b>	<b>Budget Period 1: February 15, 2024- December 31, 2024</b>	<b>Budget Period 2: January 1, 2025- December 31, 2025</b>
Personnel/Salary	\$35,759.23	\$35,759.23
Fringe Benefits	\$6,137.16	\$6,137.16
Travel	\$3,005.00	\$3,005.00
Equipment	\$1,100.00	\$1,100.00
Supplies	\$8,092.52	\$8,092.52
Contractual	\$2,500.00	\$2,500.00
Other	\$2,497.00	\$2,497.00
Total Direct	\$59,090.91	\$59,090.91
Indirect Costs	\$5,909.09	\$5,909.09
<b>TOTAL</b>	<b>\$65,000.00</b>	<b>\$65,000.00</b>

Certificate Of Completion

Envelope Id: DAD6383ECF494FBA8DEF828994C8CE7A		Status: Sent
Subject: Complete with DocuSign: Grant agreement between MDH and Nicolette County for Model Jail Practices		
Source Envelope:		
Document Pages: 19	Signatures: 0	Envelope Originator:
Certificate Pages: 2	Initials: 0	Lavendah Okwoyo
AutoNav: Enabled		625 Robert St. N
Envelopeld Stamping: Enabled		PO Box 64975
Time Zone: (UTC-06:00) Central Time (US & Canada)		St. Paul, MN 55164
		lavendah.okwoyo@state.mn.us
		IP Address: 156.98.136.30

Record Tracking

Status: Original	Holder: Lavendah Okwoyo	Location: DocuSign
2/22/2024 12:22:38 PM	lavendah.okwoyo@state.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Health	Location: DocuSign

Signer Events	Signature	Timestamp
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Cassandra Sassenberg		Sent: 2/22/2024 12:34:07 PM
Cassandra.sassenberg@co.nicollet.mn.us		Viewed: 2/22/2024 12:35:21 PM
Health and Human Services Director		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

MDH Delegated Authority  
health.delegated\_signature@state.mn.us  
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Anna Lynn  
Anna.Lynn@state.mn.us  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Breanna Allen  
breanna.allen@co.nicollet.mn.us  
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
CFH Operations		
health.cfhoperations@state.mn.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Khou Vang		
Khou.Vang@state.mn.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
MDH Encumbrance		
health.encumbrance@state.mn.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/22/2024 12:34:07 PM
Payment Events	Status	Timestamps

**NICOLLET**  
**COUNTY** EST. 1853

<b>Agenda Item:</b> Resolution to Establish Absentee Ballot Board and County UOCAVA Ballot Board for the April 9, 2024 Special Election			
Primary Originating Division/Dept.: Public Services		Meeting Date: 02/27/2024	
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Regular Agenda (Select One)	
Amount of Time Requested: 5 minutes			
Presenter: Jaci Kopet		Title: PPSD Director	
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: (Select One) Programs and Services - deliver value-added quality services			
<b>BACKGROUND/JUSTIFICATION:</b> Minnesota Election Law directs the governing body (county, municipality, or school district) with responsibility to accept and reject absentee ballots to establish an Absentee Ballot Board. The ballot board completes important work associated with the review, acceptance, and rejection of absentee ballots submitted by voters. The ballot board can be comprised of trained election judges and trained deputy county auditors.  Similarly, Minnesota Election Law directs the County Auditor as the County's Election Official to establish a County UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) Ballot Board to complete important work associated with the review, acceptance, and rejection of absentee ballots submitted by voters who live overseas or are in active military duty status. The ballot board can be comprised of trained election judges and trained deputy county auditors.  Public Services works within the election laws to appropriately staff these ballot boards with trained, qualified, and impartial ballot board members to complete the work of the ballot board.  I am requesting that the Board adopt the resolution attached establishing a Ballot Board for Absentee Ballots and a County Ballot Board for UOCAVA Ballots and authorize the PPSD Director to implement the boards as provided in Minnesota Election Law.			
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None			
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If "yes", when? (provide year; mm/dd/yy if known)			
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A			
<b>ACTION REQUESTED:</b> Approval of the attached resolution			
<b>FISCAL IMPACT:</b> Other (Select One)  If "Other", specify:		<b>FUNDING</b> County Dollars =  State (Select One)	
<b>FTE IMPACT:</b> No FTE change (Select One)  If "Increase or "Decrease," specify:  Related Financial/FTE Comments:		<b>Total:</b>	



**RESOLUTION TO ESTABLISH  
ABSENTEE BALLOT BOARD  
AND COUNTY UOCAVA BALLOT BOARD FOR THE  
SAINT PETER SCHOOL DISTRICT SPECIAL ELECTION  
HELD ON APRIL 9, 2024**

**WHEREAS**, Nicollet County is required by Minn. Stat. § 203B.121, subd. 1 to establish an Absentee Ballot Board effective upon approval; and

**WHEREAS**, the Nicollet County Auditor as the County's Election Official is required by Minn. Stat. § 203B.23 to establish a County UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) Ballot Board effective upon approval; and

**WHEREAS**, these boards will bring uniformity in the processing of accepting or rejecting returned absentee and UOCAVA ballots to Nicollet County;

**THEREFORE, BE IT RESOLVED THAT**, the Nicollet County Board of Commissioners hereby authorizes the Nicollet County Property and Public Services Director to implement an Absentee Ballot Board that would consist of a sufficient number of trained and qualified election judges and trained deputy county auditor staff to perform the required tasks as provided in Minnesota Election Law for the April 9, 2024 Saint Peter School District Special Election.

**THEREFORE, BE IT FURTHER RESOLVED THAT**, the Nicollet County Board of Commissioners hereby directs the Nicollet County Property and Public Services Director as the County's Election Official to establish a County UOCAVA Ballot Board that would consist of a sufficient number of trained and qualified election judges and trained deputy county auditor staff to perform the required tasks as provided in Minnesota Election Law for the April 9, 2024 Saint Peter School District Special Election.

Dated this 27th day of February, 2024

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Terry Morrow, Chair  
Nicollet County Board of Commissioners

ATTEST:

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Mandy Landkamer  
County Administrator/Clerk to the Board

**NICOLLET**  
**COUNTY** EST. 1853

<b>Agenda Item:</b> Houston Engineering Additional Service Request		
Primary Originating Division/Dept.: Public Services		Meeting Date: 02/27/2024
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Jaci Kopet		Title: PPSD Director
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> Please see the attached Additional Service Agreement from Houston Engineering, Inc. relating to our current drainage document scanning project Houston Engineering is currently under agreement with for Nicollet County.  Please refer to the attached memo for further details.  I am requesting approval to enter into this agreement with Houston Engineering to complete the project. I am proposing the additional costs be paid from the Buffer Riparian Aid funds.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Approval to enter into the Additional Services Agreement		
<b>FISCAL IMPACT:</b> Other (Select One)  If "Other", specify:		<b>FUNDING</b> County Dollars =  State (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One)  If "Increase or "Decrease," specify:  Related Financial/FTE Comments:		<b>Total:</b>

# MEMO



## ADDITIONAL SERVICE REQUEST

**From:** Chris Otterness, PE

**To:** Jaci Kopet, Nicollet County

**Subject:** RCD 4 - Water Management District Charge Memo

**Date:** January 4, 2024

**Project No.:** R006162-0010

**Cc:** File 6162-0010

Houston Engineering, Inc. (HEI) entered into a contractual agreement dated February 7, 2023 to provide professional consulting services to Nicollet County for County Wide Drainage Document Scanning. The AGREEMENT identifies various services to be performed in partial fulfillment of the contract and an agreed upon estimated compensation amount. The AGREEMENT identifies the services to be performed in return for estimated compensation in the amount of **\$72,000**.

The purpose of this memorandum is for Additional Services to the original Scope of Services rendered by Houston Engineering under our AGREEMENT. The initial agreement was based on the assumption that documents would be scanned for 81 drainage systems (9 large and 72 small), with an estimated total of 7,020 documents. As documents have been received by Nicollet County we have discovered there are actually 104 drainage systems with documents to be scanned (29 large and 75 small) with over 13,000 documents. This is approximately an 86% increase in total number of documents.

The additional effort and coordination is considered to be out of the original scope. Therefore, HEI requests a change in project budget due to additional services to be provided. The original proposal assumed a cost of \$1,500 per "large" system and \$810 per "small" system. The requested fees for additional services indicated in the table below matches that per-system cost.

The following items are interpreted by Houston Engineering as Additional Services:

Item No.	Description	Task Already Completed?	Additional Fee
1	Complete scanning, naming, and uploading of an addition 20 "large" drainage system files	Partially	\$30,000
2	Complete scanning, naming, and uploading of an additional 3 "small" drainage system files	Partially	\$2,430
3	<i>Ongoing assistance with document scanning and naming*</i>	No	TBD
<b>Total</b>			<b>\$32,430</b>



# MEMO



\*Nicollet County continues to generate drainage system documentation that will need to be scanned and imported into DrainageDB. Following completion of the work included in the original proposal and this additional services request, HEI can coordinate with County staff to digitize the backlog of documents and assist with training and establishment of future document management protocols. The cost of this effort is not included in this additional services request.

The prior contract not-to-exceed amount was \$72,000. With the inclusion of these additional services, the total estimated project fee is increased to **\$104,430**, which HEI is requesting for the completion of this work. HEI will not exceed this amount without prior approval from Nicollet County.

The completion of these additional services will result in changes to the deliverables and schedule. The project completion date from December 31, 2023 to February 29, 2024.

## SIGNATURES:

The professional services described by this Additional Services Request are being provided in accordance with the Professional Services Agreement between the Nicollet County and Houston Engineering dated February 7, 2023. This **Additional Services Request** shall be effective **immediately** as authorized by the signatures of representatives of the Nicollet County and Houston Engineering, Inc.

### Nicollet County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Houston Engineering, Inc.

By:  \_\_\_\_\_

Name: Christopher C. Otterness, P.E.

Title: Principal / Project Manager

Date: January 4, 2024



**FEBRUARY 13, 2024**  
**OFFICIAL PROCEEDINGS OF THE**  
**NICOLLET COUNTY DRAINAGE AUTHORITY**

The Nicollet County Drainage Authority met in regular session on Tuesday, February 13, 2024 following the adjournment of the regular Board of Commissioners meeting. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Dehen, and Zins. Also present were County Administrator Mandy Landkamer, County Attorney Zehnder Fischer and Recording Secretary Sarah Frahm.

**Approval of Agenda**

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the agenda. Motion carried with all voting in favor.

**Consent Agenda**

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the consent agenda items as follows:

- a. January 23, 2024 Drainage Minutes

Motion carried with all voting in favor.

**Public Appearances:**

There were no public appearances related to the regular Drainage meeting.

**Closed Meeting**

**County Ditch 86A Improvement Project**

At 9:40 a.m., Commissioner Morrow moved into a closed session of the Drainage Authority, as permitted under Minnesota Statute §13D.05, Subdivision 3(b), to discuss potential litigation and legal strategy involving Nicollet County Ditch 86A.

Individuals in attendance during the closed session were County Administrator Landkamer, Attorney Roger Justin; Commissioners Morrow, Dranttel, Kolars, Dehen, and Zins; Public Services Director Kopet, County Attorney Zehnder Fischer; Ditch Inspector Henry, and Public Works Director Greenwood.

**Adjourn**

The meeting was adjourned at 11:05 a.m.

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TERRY MORROW, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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MANDY LANDKAMER,  
CLERK TO THE BOARD

# Nicollet County Drainage Authority

## Meeting Agenda Item



<b>Agenda Item:</b> County Ditch 86A Improvement Project	
Primary Originating Division/Dept.: Public Works  Contact: Michelle Zehnder Fischer      Title: County Attorney  Amount of Time Requested: 15 minutes  Presenter: Michelle Zehnder Fischer      Title: County Attorney	Meeting Date: 02/27/2024  Item Type: Regular Agenda (Select One)  Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
County Strategy: (Select One)      Facilities and Space - preserve, maintain and build our assets	
<b>BACKGROUND/JUSTIFICATION:</b>  <p>The Drainage Authority adopted Findings of Fact and Order of the Drainage Authority on the Continued Final Hearing by the Drainage Authority of Nicollet County regarding the Petition for Improvements to Nicollet County Ditch 86A, Lafayette, Bernadotte, and Brighton Townships on November 13, 2018. Since the Order for the Improvement Project, Lametti &amp; Sons completed the work on the improvement project as designed by IS&amp;G, the project engineer. The Drainage Authority subsequently hired Houston Engineering to identify additional work needed to correct and complete the improvement project. The additional work items were identified by Houston Engineering in an August 2, 2023, report. Additionally, landowners have brought forth additional items for consideration that may assist in the long-term sustainability of the system as well as reduce long-term system maintenance costs.</p> <p>The Drainage Authority will be asked to decide whether to adopt an interim order that would appoint a substitute engineer for the continued work to complete the improvement project. The Drainage Authority needs to further consider whether to direct the substitute engineer to prepare a report detailing the plans and costs to complete the work recommended in Houston Engineering's August 2, 2023, report, and to analyze the benefits and costs of additional system improvements that may serve the best interests of the drainage system as a whole.</p> <p>The Drainage Authority would schedule a duly noted public hearing once the report is received by the County.</p>	
Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None	
Prior Drainage Authority Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known):	
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
<b>ACTION REQUESTED:</b>  The Drainage Authority take action to approve or deny an interim order appointing a substitute engineer and directing the completion of a report detailing costs regarding additional work to complete the improvement project.	
<b>FISCAL IMPACT:</b> Other (Select One)  If "Other", specify:   <b>FTE IMPACT:</b> No FTE change (Select One)  If "Increase or "Decrease," specify:  Related Financial/FTE Comments:	<b>FUNDING</b> County Dollars =  State (Select One)  <b>Total:</b>